

## MUTUAL NON DISCLOSURE AGREEMENT

### GLOBECAST UK LIMITED AND \_\_\_\_\_

This Agreement applies to the proposed discussions between us on a possible business relationship (the "Discussions"). In order to make progress with the Discussions, certain confidential, financial, technical and/or commercial information may be disclosed by each party to the other.

In this Agreement, the company which makes the disclosure is the "**Disclosing Party**" and the recipient is the "**Receiving Party**". In consideration of the parties agreeing to make available to each other certain Confidential Information (as defined below), both parties hereby accept the obligations set out in this Agreement and undertake the provisions of this Agreement as follows:

#### 1. Confidential Information

1.1. For the purposes of this Agreement, "Confidential Information" means in relation to each party and their Group Companies (defined, for the purposes of this Agreement as a party, its sister companies, direct or indirect subsidiaries and their respective holding companies and any direct or indirect subsidiary of any holding company) all information in whatever form supplied, relating to that party and its business including, without limitation: its products and services, finances and pricing, know-how and operating methods, systems, practices, procedures, techniques, management designs, plans, or information concerning that party's business or group, customers or potential customers (and their businesses), suppliers and sub-contractors; and any of the information which could reasonably be expected to benefit competitors of that party including the fact that such information exists.

#### 2. Restrictions and Undertakings

2.1. Subject to Paragraph 3 below, each party undertakes except for the purposes of the Discussions, that it shall not at any time make use of, copy or disclose to any third party, any Confidential Information which is disclosed by the Disclosing Party.

2.2. Each party undertakes to use its best endeavours to ensure that all Confidential Information supplied to it (in whatever form) is protected against theft or any unauthorised access and is only disclosed to employees who need to know the same for the purposes of the Discussions. The Receiving Party shall procure that employees to whom Confidential Information is disclosed are made aware of the obligations of this Agreement and shall use its best endeavours to procure that they observe them.

2.3. Each party shall:

2.3.1. comply in all respects with any reasonable lawful direction from the other party for the protection of the security of Confidential Information;

2.3.2. within five (5) days of written request so to do or if negotiations terminate without agreement, return or destroy all written Confidential Information provided to it pursuant to or in connection with this Agreement without keeping any copies thereof in any medium whatsoever (including without limitation any physical, electronic, electro-magnetic, electro-optical, magnetic or optical format or medium); and if requested, provide the other party with a certificate signed by one of its directors or authorised personnel confirming that its obligations under this paragraph have been fully complied with. Whilst maintaining the obligation to keep confidential, the Receiving Party may keep any encrypted back-ups that contain Confidential Information provided they are not restored; and

2.3.3. comply with Data Protection Legislation (Data Protection Act 1998, EU Directive 95/46/EC of 24 October 1995 and when in force, the General Data Protection Regulation (EU) 2016/679 ('GDPR') or any other applicable legislation on the protection of Personal Data) when

processing any Confidential Information which includes personal data of the Disclosing Party.

### **3. Permitted Disclosure**

- 3.1. The undertakings in paragraph 2 shall not prevent the Receiving Party from disclosing information:
- 3.1.1. which is at the time of this Agreement, or subsequently becomes publicly available (other than as a result of a breach of this Agreement by the Receiving Party). For the avoidance of doubt, a piece of information shall not be regarded as being publicly available merely because it is known to a few people to whom it might be of commercial interest. The combination of two pieces of information shall not be regarded as being publicly available by reason only of each separate piece being so available; or
  - 3.1.2. which was lawfully in the Receiving Party's possession prior to disclosure under this Agreement free of any restriction as to its use or disclosure; or
  - 3.1.3. which is lawfully disclosed to the Receiving Party by a third party not bound by any direct or indirect obligation of confidentiality to the Disclosing Party in respect thereof; or
  - 3.1.4. which is required to be disclosed by any law, regulatory or government authority (but only to this extent) and to Globecast's institutional shareholders; or
  - 3.1.5. to its professional advisers or the directors, officers, employees of any Group Company and any third parties who have entered into binding obligations of confidence no less onerous than those set out in this Agreement in relation to the disclosure under this Agreement and who have a business related need to have access to and to consider such Confidential Information for the Discussions.

### **4. Intellectual Property**

- 4.1. Both parties agree that ownership of any intellectual property rights in any materials owned by the other party shall remain with that party, and nothing in this Agreement nor any participation in the Discussions shall imply that any right or licence in respect of such intellectual property rights is being granted to either party.

### **5. General**

- 5.1. This Agreement shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.
- 5.2. This Agreement will come into effect on the date on which it is signed by the last of the parties, and the provisions in this Agreement will remain in force for a period of two (2) years from the date of such signature (the "**Term**"). Notwithstanding any other provision in this Agreement, the obligations of non-disclosure will apply to all information disclosed between the parties before signature of this Agreement and will survive the expiration or termination of this Agreement for a period of three (3) years from the date of disclosure.
- 5.3. This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Both parties agree that a signed, scanned copy of this Agreement constitutes its valid execution.
- 5.4. Without prior consent by the other party (which may not be unreasonably withheld) neither of the parties shall, entirely or in part, assign or transfer its rights under this Agreement or transfer or novate its obligations under this Agreement.
- 5.5. Neither party is an agent for, or partner of, the other.

- 5.6. Save as expressly provided in this Agreement, no term of this Agreement shall be enforceable by any person who is not a party to it.
- 5.7. No failure by either party in exercising any right, power or privilege under this Agreement shall constitute a waiver by that party of such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise of any such right, power or privilege.
- 5.8. Without prejudice to the terms of this Agreement, both parties reserve the right at its sole and absolute discretion to terminate the Discussions at any time by written notice to the other party.
- 5.9. No representation or warranty is made or given as to the accuracy or completeness of the Confidential Information or the reasonableness of any assumptions based on the Confidential Information. As a result neither party shall have any liability to the other resulting from its reliance on the Confidential Information.
- 5.10. The Receiving Party agrees that because of the confidential nature of the Confidential Information damages would not be an adequate remedy for any breach of this Agreement and the Disclosing Party would therefore be entitled to injunctive relief, specific performance or other equitable relief to enforce the undertakings in this Agreement.
- 5.11. Either parties represent and warrant that the person signing this Agreement on their behalf has full capacity to do so and has the authority to bind their respective organisations.

Signed:

Print Name:

Job Title:

Date:

Duly authorised representative for and on behalf of: **Globecast UK Limited**

Address: 200 Gray's Inn Road, London, WC1X 8XZ

Signed:

Print Name

Job Title:

Date:

Duly authorised representative for and on behalf of:

\_\_\_\_\_

Address: